U.S. Department of Justice

United States Attorney
District of New Jersey

Josh Hafetz
Assistant U.S. Attorney

970 Broad Street, Suite 700
Newark, New Jersey 07102

(973) 297-2014

JGH/PL AGR
2015R00927

March 7, 2016

VIA EMAIL & U.S. MAIL
Patrick McMahon, Esq.
Office of the Federal Public Defender
1002 Broad Street
Newark, New Jersey 07102

Crim. No. 16-294 (SDW)

Re: Plea Agreement with Christopher Thieme

Dear Mr. McMahon:

This letter sets forth the plea agreement between your client, CHRISTOPHER THIEME, and the United States Attorney for the District of New Jersey ("this Office"). The government's offer to enter into this plea agreement will expire on April 1, 2016 if it is not accepted in writing by that date.

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from CHRISTOPHER THIEME to a two-count Information. Count One of the Information charges that CHRISTOPHER THIEME did knowingly and unlawfully attempt to seize, confine, inveigle, decoy, kidnap, abduct, and hold a person for ransom, reward, and otherwise, that is to kidnap and commit theft of property from Victim 1, and, in committing and in furtherance of the commission of the offense, used means, facilities, and instrumentalities of interstate and foreign commerce, contrary to Title 18, United States Code, Section 1201(a), in violation of Title 18, United States Code, Section 1201(d) in violation of 18 U.S.C. § 1201(d). Count Two of the Information charges that CHRISTOPHER THIEME did knowingly use and cause another to use the facilities of interstate or foreign commerce, with the intent that a murder be committed in violation of the laws of any State or the United States as consideration for the receipt of, or as consideration for, a promise or agreement to pay a thing of pecuniary value, in violation, in violation of 18 U.S.C. § 1958(a). If CHRISTOPHER THIEME enters a guilty plea and is sentenced on these charges, and otherwise fully complies with all of the terms of this agreement, this Office will not initiate any further criminal charges against CHRISTOPHER THIEME for plotting and engaging in a murder-for-hire scheme to kidnap and kill Victim 1 in or around December 2015 through in or around January 2016, as detailed in the Complaint, Mag. No. 16-6005 (SCM). However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, CHRISTOPHER THIEME agrees that any dismissed charges and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by CHRISTOPHER THIEME may be commenced against him, notwithstanding the expiration of the limitations period after CHRISTOPHER THIEME signs the agreement.

Sentencing

The violation of 18 U.S.C. § 1201(d) charged in Count One of the Information carries a statutory maximum prison sentence of 20 years and a statutory maximum fine equal to the greatest of: (1) $250,000, or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense, or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

The violation of 18 U.S.C. § 1958(a) charged in Count Two of the Information carries a statutory maximum prison sentence of 10 years and a statutory maximum fine equal to the greatest of: (1) $250,000, or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense, or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense. The sentence on each count may run consecutively. Fines imposed by the sentencing judge may be subject to the payment of interest.

The sentence to be imposed upon CHRISTOPHER THIEME is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. §§ 3551-3742, and the sentencing judge's consideration of the United States Sentencing Guidelines. The United States Sentencing Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what guideline range may be found by the sentencing judge, or as to what sentence CHRISTOPHER THIEME ultimately will receive.

Further, in addition to imposing any other penalty on CHRISTOPHER THIEME, the sentencing judge: (1) will order CHRISTOPHER THIEME to pay an assessment of $100 per count pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing; (2) must order CHRISTOPHER THIEME to pay restitution pursuant to 18 U.S.C. § 3663A; (3) must order forfeiture pursuant to 18 U.S.C. § 982(a)(1); and (4) pursuant to 18 U.S.C. § 3583, may require CHRISTOPHER THIEME to serve a term of supervised release of not more than three (3) years, which will begin at the expiration of any term of imprisonment imposed. Should CHRISTOPHER THIEME be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, CHRISTOPHER THIEME may be sentenced to not more than two (2) years' imprisonment in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

Rights of This Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office reserves its right to take any position with respect to the appropriate sentence to be imposed on CHRISTOPHER THIEME by the sentencing judge, to correct any misstatements relating to the sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of CHRISTOPHER THIEME's activities and relevant conduct with respect to this case.

Stipulations

This Office and CHRISTOPHER THIEME agree to stipulate at sentencing to the statements set forth in the attached Schedule A, which hereby is made a part of this plea agreement. This agreement to stipulate, however, cannot and does not bind the sentencing judge, who may make independent factual findings and may reject any or all of the stipulations entered into by the parties. To the extent that the parties do not stipulate to a particular fact or legal conclusion, each reserves the right to argue the existence of and the effect of any such fact or conclusion upon the sentence. Moreover, this agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it determines to be credible and to be materially in conflict with any stipulation in the attached Schedule A, this Office shall not be bound by any such stipulation. A determination that any stipulation is not binding shall not release either this Office or CHRISTOPHER THIEME from any other portion of this agreement, including any other stipulation. If the sentencing court rejects a stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court was within its discretion and authority to do so. These stipulations do not restrict this Office's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A, this Office and CHRISTOPHER THIEME waive certain rights to file an appeal, collateral attack, writ, or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255.

Forfeiture

CHRISTOPHER THIEME agrees that as part of his acceptance of responsibility and pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), he will consent to forfeiture of an amount equal to any and all proceeds traceable to the commission of the kidnapping and murder for hire offenses to which he is pleading guilty. The defendant further agrees to forfeit all of his right, title and interest in any and all specific property traceable to the commission of such offense.

CHRISTOPHER THIEME further agrees to consent to the entry of orders of forfeiture consistent with this agreement and waives the requirements of Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant waives any and all constitutional, statutory and other challenges to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment. The defendant understands that the forfeiture is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this pursuant to Rule 11(b)(1)(J) of the Federal Rules of Criminal Procedure at the guilty plea proceeding. The defendant further understands that any forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture; however, this Office agrees to recommend to the Attorney General that any forfeited money or property be remitted or restored to eligible victims of the offense, pursuant to 21 U.S.C. § 853(i) (incorporated by 28 U.S.C. § 2461(c)), 28 C.F.R. Pt. 9, and other applicable law, it being understood that this Office has authority only to recommend such relief and that the final decision of whether to grant relief rests with the

Department of Justice, which will make its decision in accordance with applicable law.

Immigration Consequences

CHRISTOPHER THIEME understands that, if he is not a citizen of the United States, his guilty plea to the charged offenses will likely result in his being subject to immigration proceedings and removed from the United States by making him deportable, excludable, or inadmissible, or ending his naturalization. CHRISTOPHER THIEME understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. CHRISTOPHER THIEME wants and agrees to plead guilty to the charged offenses regardless of any immigration consequences of this plea, even if this plea will cause his removal from the United States. CHRISTOPHER THIEME understands that he is bound by his guilty plea regardless of any immigration consequences of the plea. Accordingly, CHRISTOPHER THIEME waives any and all challenges to his guilty plea and to his sentence based on any immigration consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence, based on any immigration consequences of his guilty plea.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. However, this Office will bring this agreement to the attention of other prosecuting offices, if requested to do so.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against CHRISTOPHER THIEME. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service) or any third party from initiating or prosecuting any civil or administrative proceeding against CHRISTOPHER THIEME.

No provision of this agreement shall preclude CHRISTOPHER THIEME from pursuing in an appropriate forum, when permitted by law, an appeal, collateral attack, writ, or motion claiming that CHRISTOPHER THIEME received constitutionally ineffective assistance of counsel.

No Other Promises

This agreement constitutes the plea agreement between CHRISTOPHER THIEME and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

PAUL J. FISHMAN
United States Attorney

By: JOSH HAFETZ
Assistant U.S. Attorney

APPROVED:

DAVID MALAGOLD
Chief, Organized Crimes/Gangs Unit

I have received this letter from my attorney, Patrick McMahon, Esq. I have read it. My attorney and I have discussed it and all of its provisions, including those addressing the charges, sentencing, stipulations, waiver, forfeiture, and immigration consequences. I understand this letter fully. I hereby accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:

CHRISTOPHER THIEME

Date: 13 April 2016

I have discussed with my client this plea agreement and all of its provisions, including those addressing the charges, sentencing, stipulations, waiver, forfeiture, and immigration consequences. My client understands this plea agreement fully and wants to plead guilty pursuant to it.

Patrick McMahon, Esq.

Date: April 13-2016

Plea Agreement With CHRISTOPHER THIEME

Schedule A

1. This Office and CHRISTOPHER THIEME recognize that the United States Sentencing Guidelines are not binding upon the Court. This Office and CHRISTOPHER THIEME nevertheless agree to the stipulations set forth herein, and agree that the Court should sentence CHRISTOPHER THIEME within the Guidelines range that results from the total Guidelines offense level set forth below. This Office and CHRISTOPHER THIEME further agree that neither party will argue for the imposition of a sentence outside the Guidelines range that results from the agreed total Guidelines offense level.

Attempted Kidnapping (Count One)
U.S.C. § 1201(d))

2. The version of the United States Sentencing Guidelines effective November 1, 2015 applies in this case. The base offense level for the attempted kidnapping charged in Count One is the base offense guideline for the substantive offense, plus an adjustment from such guideline for any intended offense conduct that can be established with reasonable certainty. See U.S.S.G. § 2X1.1(a). The applicable guideline is U.S.S.G. § 2A4.1. This guideline carries a Base Offense Level of 32. See U.S.S.G. § 2A4.1(a).

3. No specific offense characteristics apply because the defendant completed all of the acts he believed necessary for the successful completion of the substantive offense. See U.S.S.G. § 2X1.1(b)(1).

4. The adjusted base offense level for Count One is 32.

Murder-For-Hire (Count Two)
(18 U.S.C. § 1958(a))

5. The version of the United States Sentencing Guidelines effective November 1, 2015 applies in this case. The base offense level for this offense is 34, because it is the offense level applicable to the underlying unlawful conduct, which is the solicitation to commit murder. See U.S.S.G. § 2E1.4(a)(2) and § 2A1.5(a).

6. Specific offense characteristic § 2A1.5(b) applies because the offense involved the offer or receipt of anything of pecuniary value for undertaking the murder. This results in an increase of 4 levels.

7. The adjusted base offense level for Count Two is 37.

Grouping Analysis

8. Pursuant to U.S.S.G. § 3D1.2, Count One and Count Two shall be grouped together into a single Group. See U.S.S.G. § 3D1.2(b). Pursuant to U.S.S.G. § 3D1.3(a), the offense level applicable to a single Group is the offense level, determined in accordance with Chapter Two and Parts A, B, and C of Chapter Three, for the most serious of the counts comprising the Group, i.e., the highest offense level of the counts in the Group. In this case, the offense level applicable to this Group is 37.

9. As of the date of this letter, CHRISTOTPHER THIEME has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offenses charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if CHRISTOTPHER THIEME's acceptance of responsibility continues through the date of sentencing. See U.S.S.G. § 3E1.1(a).

10. As of the date of this letter, CHRISTOTPHER THIEME has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting this Office to avoid preparing for trial and permitting this Office and the court to allocate their resources efficiently. At sentencing, this Office will move for a further 1-point reduction in CHRISTOTPHER THIEME's offense level pursuant to U.S.S.G. § 3E1.1(b) if the following conditions are met: (a) CHRISTOTPHER THIEME enters a plea pursuant to this agreement, (b) this Office in its discretion determines that CHRISTOTPHER THIEME's acceptance of responsibility has continued through the date of sentencing and CHRISTOTPHER THIEME therefore qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and (c) CHRISTOTPHER THIEME's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater.

11. In accordance with the above, the parties agree that the total Guidelines offense level applicable to CHRISTOTPHER THIEME is 34 (the "agreed total Guidelines offense level").

12. The parties agree not to seek or argue for any upward or downward departure, adjustment or variance not set forth herein. The parties further agree that a sentence within the Guidelines range that results from the agreed total Guidelines offense level is reasonable.

13. CHRISTOTPHER THIEME knows that he has and, except as noted below in this paragraph, voluntarily waives, the right to file any appeal,

any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the sentence imposed by the sentencing court if that sentence falls within or below the Guidelines range that results from the agreed total Guidelines offense level of 34. This Office will not file any appeal, motion, or writ which challenges the sentence imposed by the sentencing court if that sentence falls within or above the Guidelines range that results from the agreed total Guidelines offense level of 34. The parties reserve any right they may have under 18 U.S.C. § 3742 to appeal the sentencing court's determination of the criminal history category. The provisions of this paragraph are binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, if the sentencing court accepts a stipulation, both parties waive the right to file an appeal, collateral attack, writ, or motion claiming that the sentencing court erred in doing so.

14. Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion barred by the preceding paragraph and to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph.